

MEMORANDUM OF AGREEMENT{PRIVATE }

between
New Mexico Department of Health, Epidemiology and Response Division,
Office of Health Emergency Management
and

This Memorandum of Agreement (MOA) is entered into this ____ day of _____ 2006
by and between New Mexico Department of Health (DOH), Epidemiology and Response Division,
Office of Health Emergency Management (OHEM), and
_____, a Federally Recognized Indian Tribe, hereinafter
referred to as the Tribe.

1. Purpose

To support local pandemic influenza preparedness planning by the Tribe, in cooperation with the county or counties within which or contiguous with which the Tribe's government or sub-units of government are located, and with the Indian Health Service, Albuquerque Area, or Indian Health Service, Navajo Area, as appropriate, and DOH-OHEM.

2. Terms of Agreement

DOH-OHEM agrees:

To transfer funding in the amount of eight thousand dollars (\$8,000) to the Tribe's designated representative below, for expenditure for the activities outlined below.

To provide advice and technical assistance for the purposes and activities agreed upon in this MOA.

The Tribe agrees:

To expend the transferred funding to support travel, attendance and participation of the Tribe through its officials, members and employees in the following activities:

- Briefing of tribal officials on the Avian Influenza (Bird Flu) and the characteristics and health care challenges of a pandemic influenza event;
- Stakeholder informational meetings and briefings in each tribal government and subunit of government area, county and/or region in which the Tribe's population resides;
- Planning/work session to develop local pandemic influenza response strategy, including working with local county emergency manager(s) to provide tribal considerations for integration into pandemic influenza appendix of local health, medical, and mortuary annex of County Emergency Operations Plan;

- Planning/work session, in collaboration with the county, region, and other tribes as appropriate, to complete the local assessment, which will include an analysis to identify gaps in tribal capacity to respond effectively to pandemic influenza. (Local assessment tool to be used is provided by the Centers for Disease Control and Prevention); and,
- Participation in hospital-based pandemic influenza tabletop exercise(s) in the facility(ies) serving the tribe's population.

To deliver all required reports as scheduled in paragraph 3, Outcomes and Reporting, and to expend the transferred funding only for the purposes and activities agreed upon in this MOA.

To provide all necessary qualified personnel, material, and facilities to support the purposes and activities agreed upon in this MOA.

3. Outcomes and Reporting

The Tribe shall submit reports as follows to DOH-OHEM:

- Within thirty (30) days of receipt of payment: Identification of tribal officials, tribal government or sub-unit of government areas, county(ies), and/or region, for purposes of briefings, informational meetings, planning/ work sessions, and identification of facility(ies) serving the tribe's population for participation in tabletop exercise(s);
- Upon completion of MOA period : Report providing dates, locations and content of briefing of tribal officials on the Avian Influenza (Bird Flu) and the characteristics and health care challenges of a pandemic influenza event; stakeholder informational meetings and briefings in each tribal government and subunit of government area, county and/or region in which the Tribe's population resides;
- Upon completion of planning/work sessions: Identification of tribal considerations integrated into local pandemic influenza response strategy, and delivery of updated pandemic influenza appendix of local health, medical, and mortuary annex of County Emergency Operations Plan;
- Upon completion of planning/work sessions: Delivery of copy of completed local assessment tool on form provided by the Centers for Disease Control and Prevention); and,
- Upon completion of MOA period: Report of expenditures in accordance with generally accepted accounting principles, and in sufficient detail to confirm that all expenditures were for the purposes and activities outlined above.
- Upon completion of MOA period: Certification of participation in hospital-based pandemic influenza tabletop exercise(s) in the facility(ies) serving the tribe's population.

4. Confidentiality

Any protected health and other confidential information which is shared or provided to either party, its contractors, subgrantees or other agency shall be used only for purposes within the scope of this agreement, and shall be governed by all applicable federal and state confidentiality and privacy law and regulations.

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DOH-OHEM _____

Tribe _____

5. Administering Agency:

The administering agency is the Department of Health (DOH), Epidemiology and Response Division, Office of Health Emergency Management (OHEM).

6. Payment

Payment hereunder will be made as follows:

DOH-OHEM will make a draw request on behalf of the Tribe to the Department of Finance and Administration in the sum of eight thousand dollars (\$8000). It is understood by DOH-OHEM and the Tribe that obligations for performance are incurred by the Tribe upon receipt of payment.

7. Property

The parties understand and agree that no property is acquired as a result of this MOA.

8. Return of funds:

Upon termination of or after the completion of the services provided for herein, any money not expended for the activities agreed to by the Tribe as reported in accordance with Outcomes and Reporting above, if any, shall be returned by the Tribe to DOH-OHEM.

9. Termination of Agreement:

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. At such termination any obligations assumed by either party will be determined and written notice will be given to the other within five working days. This provision is not exclusive and does not waive other legal rights and remedies afforded the State in such circumstances.

10. Records and Accounting:

The Tribe shall maintain programmatic and fiscal records in sufficient detail to document the purposes and activities outlined in this MOA, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred to the Tribe pursuant to this agreement.

11. Liability, No Waiver of Sovereign Immunity:

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each

party shall be liable for its actions in accordance with this agreement and federal and state law, as applicable, including law of sovereign and governmental immunity. No term or terms of this MOA may be construed as an express or implied waiver of sovereign and governmental immunity.

12. Period of Agreement

This agreement shall become effective on May 15, 2006, or thirty (30) days prior to its execution by respective Agency or Government Heads or their designees authorized to bind the Agency or Government, whichever is later, and shall remain in effect until August 30, 2006, unless terminated pursuant to paragraph 9, Termination.

13. Modifications or Amendments

Any and all modifications or amendments shall be made in writing and shall be agreed to and executed by the respective Agency or Government Heads before becoming effective.

14. Designation of Representatives

DOH-OHEM hereby designates the person listed below as its official Representative responsible for overall fiscal and programmatic supervision of the matters included in this MOA:

Fiscal Representative

Address:

Telephone No:

Program Representative

Address:

Telephone No:

The Tribe hereby designates the person listed below as its official Representative responsible for overall fiscal and programmatic supervision of the matters included in this MOA:

Fiscal Representative

Address:

Telephone No:

Program Representative

Address:

Telephone No:

1st Party

By: _____
Michelle Lujan Grisham, J.D., Secretary
OR Jessica Sutin, Deputy Secretary

Date: _____

By: _____
Division Director

By: _____
OHEM Director

Date: _____

By: _____
Assistant General Counsel

Date: _____

2nd Party

By: _____
Head of Agency/Government

Date: _____